

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-18-72094
HUD# 07-18-9331-8

PARTIES TO THE SETTLEMENT AGREEMENT

RESPONDENTS

JAMES SMITH
Benchmark Real Estate Group
9500 Office Park Road Suite 300
West Des Moines, Iowa 50265

CIS REAL ESTATE SERVICES, LLC
DBA BENCHMARK REAL ESTATE GROUP
9500 Office Park Road Suite 300
West Des Moines, Iowa 50265

JRTT, LLC
9500 Office Park Road Suite 300
West Des Moines, Iowa 50265

COMPLAINANT

AMY BEEDLE

and

IOWA CIVIL RIGHTS COMMISSION
400 East 14th Street
Des Moines, Iowa 50319

Description of the Parties: Complainant alleges discrimination in the area of housing on the basis of disability. Complainant alleges Respondents failed to properly investigate complaints and take prompt action to end other tenants' disability-based harassment toward her. In addition, Complainant alleges after she made harassments complaints, Respondents retaliated against her and held her to different discipline standards for alleged noise complaints and violations of their rules compared to other persons without disabilities, and Respondents subsequently terminated her tenancy. Respondents deny having discriminated against Complainant, but agree to settle this claim in the underlying action by entering into this Predetermination Settlement Agreement. The subject property is a five-unit apartment complex located at 210 West Iowa Avenue, Indianola, Iowa 50125.

Terms of Settlement: A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).
2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of the person’s race, color, religion, sex, disability, familial status, national origin, or disability. 42 U.S.C. 3604(b), 3604(f)(2) (§ 804 of the Fair Housing Act).

3. Respondents acknowledge the ICRA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 216.8, 216.8A, or 216.15A. Iowa Code § 216.11(A).

Respondents acknowledge the FHA makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 3603, 3604, 3605, or 3606 of this title. 42 U.S.C. 3617.

4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a) (§ 804(f)(2)(a) of the Fair Housing Act); Iowa Code § 216.8A(3)(b)(1).

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.
7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.
8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code § 22.13.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

11. Respondent James Smith agrees to receive training on the requirements of State and Federal Fair Housing Laws within 90 days of Respondents' receipt of a Closing Letter from the Commission. The training will include an overview of fair housing laws, but will emphasize the laws prohibiting disability-based harassment, different terms and conditions of rental and termination of tenancy based on disability and retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission verifying the fair housing training has been completed within fourteen (14) days of completing the training.

Relief for Complainant

12. Respondents agree to pay Complainant \$2,650 without any deductions; \$1,100 of the \$2,650 settlement monies is considered as a return of two \$550 security deposits. Respondents agree the Settlement Check will be made out to Amy Beedle and will be mailed to Sylvia Owens at the Iowa Civil Rights Commission, at the address listed on page one of this Agreement. The Commission will send the check to Complainant via certified mail.

Within seven (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainant to the Commission, verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance. The Commission will forward the Tenant Ledger Report to Complainant via U.S. mail. Complainant also agrees she will not pursue recovery in small claims court or in any other process or proceeding the two \$550 security deposits or any monies or fees.

Reporting and Record-Keeping

13. Respondents shall forward to the Commission objective evidence of the successful completion of fair housing training in the form of a Certificate or a letter from the entity conducting the training within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.
14. Within seven (7) days of receiving a Closing Letter from the Commission, Respondents will send a letter addressed to Complainant to the Commission, verifying that Complainant's Tenant Ledger Report reflects a \$0.00 balance, as evidence of compliance with Term 12 of this Agreement.

All required documentation of compliance must be submitted via email or U.S. Mail to:

Sylvia Owens
Iowa Civil Rights Commission
Grimes State Office Building, 400 East 14th Street,
Des Moines, Iowa 50319
sylvia.owens@iowa.gov
Telephone: 515-281-6434

Signatures on the following page (Page 5)

James Smith, RESPONDENT

Date

CIS Real Estate Services, LLC, RESPONDENT
DBA Benchmark Real Estate Group

Date

JRTT, LLC, RESPONDENT

Date

Amy Beedle, COMPLAINANT

Date

Kristin H. Johnson, DIRECTOR
IOWA CIVIL RIGHTS COMMISSION

Date